

**5.2.1** Interconnection Trunk group connections will be made at a DS-1 or DS-3 level. Higher speed connections shall be made, when and where available, in accordance with the Joint Implementation and Grooming Process prescribed in Section 10. Ancillary Traffic trunk groups may be made below a DS-1 level, as may be mutually agreed to by both Parties.

**5.2.2** Each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Telecordia, to the other Party when ordering a trunk group.

**5.2.3** When SS7 signaling is not used, Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party. The Parties shall use GR-394-CORE format for IXC-bound calls and use GR-317-CORE format for LEC-bound calls, including translated 8YY traffic.

**5.2.4** Each Party will use commercially reasonable efforts to monitor its trunk groups and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Agreement, with the exception of (a) E911/911 trunks; (b) BLV/BLVI trunks; and any other trunk types as mutually agreed to by the Parties.

### **5.3 Additional Switching System Hierarchy and Trunking Requirements**

**5.3.1** For purposes of routing traffic to the other Party, both Parties agree to use the Local Exchange Routing Guide (LERG) issued by Telcordia Technologies, Inc., unless otherwise agreed to between the Parties.

**5.3.2** Cavalier shall establish separate Interconnection Trunk group(s) to each Verizon local Tandem to deliver traffic carried over such Interconnection Trunks and destined for publically-dialable NPA-NXX codes assigned to the subtending Verizon End Office switches. In addition, Cavalier may establish separate Trunk group(s) to a Verizon End Office switch to deliver traffic carried over such Interconnection Trunks and destined for publically-dialable NPA-NXX codes assigned to that terminating End Office switch serving the Verizon Customer. Verizon shall establish separate Interconnection Trunk group(s) from each Verizon Tandem to deliver traffic carried over such Interconnection Trunks and destined for publically-dialable NPA-NXX codes assigned to the terminating Cavalier End Office switch. In addition, Verizon may establish separate Trunk group(s) from a Verizon End Office switch to deliver traffic carried over such Interconnection Trunks and destined for publically-dialable NPA-NXX codes assigned to the terminating End Office switch serving Cavalier's Customer.

**5.3.3** Where either Party delivers over the applicable trunk groups miscellaneous calls (i.e., time, weather, 976) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

## 5.4 Signaling

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 17 below.

## 5.5 Grades of Service

Each Party shall engineer and shall monitor and service all trunk groups under its control consistent with the Joint Implementation and Grooming Process as set forth in Section 10 and in accordance with generally accepted trunk engineering guidelines (e.g., SR-TAP-000191 and Telcordia Notes on the Networks - SR-2275) and any service standards established herein or in relevant FCC or Commission regulations. The Parties agree to manage the capacity of relevant trunk groups in a manner that will encourage the economic deployment of increasingly robust and diverse interconnection between their networks.

## 5.6 Measurement and Billing (excluding Meet Point Billing)

**5.6.1** Additional Terms and Conditions for Meet Point Billing are addressed in Section 6 ~~only~~.

**5.6.2** Except as otherwise provided in this Agreement, each Party will bill and record in accordance with this Agreement those charges the other Party incurs as a result of purchasing Network Elements, Combinations, Interconnection, Reciprocal Compensation charges, and Resold Services as set forth in this Agreement, as applicable. With respect to each bill rendered by Verizon to Cavalier, such bill shall be consistent with (i) the terms of the agreement entered into by Verizon and others ~~(including AT&T)~~ on August 20, 1999 in settlement of *MCI Worldcom, Inc. and AT&T Corp. v. Bell Atlantic Corp.*, FCC File No. EAD-99-00003 ("Settlement Agreement"), as may be amended from time to time, and any collaborative proceedings or arbitrated decisions arising from that Settlement Agreement; and (ii) the provisions of the Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferee, Memorandum Opinion and Order, Appendix D, CC Docket no. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Conditions"). Notwithstanding any other provision of this Agreement, if any provision contained in this Section 5.6 (and/or Schedule 5.6 of this Agreement) conflicts with any term or condition of the Merger Conditions or otherwise would require Verizon, prior to the time period contained in the Merger Conditions or in a manner inconsistent with the Merger Conditions, to implement any Verizon OSS process, interface, or business rule, including but not limited to the Change Management Process, or any Verizon OSS Services as those terms are defined in this Agreement, the term or condition contained in the Merger Conditions shall prevail. If any provision contained in this Section 5.6 (and/or Schedule 5.6 of this Agreement) and any provision of the Settlement Agreement as may be amended from time to time, and any collaborative proceedings or arbitrated decisions arising from that Settlement Agreement cannot be reasonably construed or interpreted to avoid conflict, the terms of the Settlement Agreement shall prevail. Conflicts among this Section 5.6 (and/or Schedule 5.6 of this

Agreement), the Settlement Agreement, and the Merger Conditions shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Settlement Agreement; (b) the Merger Conditions; and (c) this Section 5.6 (and/or Schedule 5.6 of this Agreement).

**5.6.3** Bills will be provided by each Party on a monthly basis and shall include: (a) all non-usage sensitive charges incurred for the period beginning with the current bill date and extending up to, but not including, the next bill date, (b) any known unbilled non-usage sensitive charges for prior periods, (c) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date, (d) any known unbilled usage sensitive charges for prior periods, and (e) any known unbilled adjustments. A CSR (Customer Service Record) will automatically be included with each monthly Verizon bill for each applicable Billing Account Number (BAN). The CSR is an inventory of recurring ~~n~~Network ~~e~~Elements and/or Resold Services provided to the CLEC and, in addition to other information, includes for each such recurring ~~n~~Network ~~e~~Element and/or Resold Service the quantity, the Universal Service Order Code (USOC), description and monthly recurring charge.

**5.6.4** The Bill Date, as defined in Schedule 5.6, must be present on each bill transmitted by the billing Party.

**5.6.5** Each Party shall provide the other Party at no additional charge applicable contact numbers for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Section and Schedule 5.6.

**5.6.6** ~~For billing purposes, e~~To facilitate accurate billing to the originating carrier, each Party shall pass sufficient information to allow proper billing, in the form of Calling Party Number ("CPN"), CIC, LRN, OCN, and/or JIP information~~Calling Party Number ("CPN") information on each call, including Transit Traffic, carried over the Interconnection Trunks. Except as set forth in Sections 4.2.7.15(e) and 5.7.6.9 of this Agreement with respect to the determination of V/FX Traffic (as such traffic is defined in Section 4.2.7.15(e)) and billing of applicable charges in connection with such V/FX Traffic, the~~The Parties agree to use appropriate information in the form of CPN, CIC, LRN, OCN, and/or JIP information, as set forth below.

**5.6.6.1** ~~If the originating one Party passes sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, on ninety-five percent (95%) or more of the its-calls that it sends to the other Party, then the receiving Party shall bill the originating Party-carrier the Local/Reciprocal Compensation Traffic termination rates, ISP-bound Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic, as provided in this Agreement (including for the Parties, the rates specified in Exhibit A and applicable Tariffs), for which sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, CPN is passed. For the remaining (up to ten-five percent (45%) of) calls without sufficient information~~

to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, CPN information, the receiving Party shall bill the ~~originating other Party carrier~~ for such traffic at ~~Local Reciprocal Compensation Traffic termination rates, ISP-bound Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic, as provided in this Agreement~~ (including ~~for the Parties, the rates specified in Exhibit A and applicable Tariffs~~), in direct proportion to the minutes of use of calls passed with sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, CPN information.

**5.6.6.2** ~~If one the originating Party passes sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, CPN on less than ninety-five percent (95%) of its calls, the receiving Party shall bill the other Party the higher of its intrastate Switched Exchange Access Service rates or its interstate Switched Exchange Access Service rates for that traffic passed without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, CPN which exceeds ten-five percent (105%), unless the Parties mutually agree that such other rates should apply to such traffic. For any remaining (up to ten-five percent (105%) of) calls without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, CPN information, the receiving Party shall bill the originating other Party for such traffic at Local Traffic termination rates, ISP-bound Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic, as provided in this Agreement (including Exhibit A and applicable Tariffs), in direct proportion to the minutes of use of calls passed with CPN information the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, CPN, unless the Parties agree that other rates should apply to such traffic. Notwithstanding any other provision of this Agreement, if the receiving Party is not compensated for traffic passed without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, then the other Party must cease routing such traffic from its switch(es) to the receiving Party upon ten (10) days' written notice to the other Party. If the receiving Party is not compensated for such traffic, and the other Party does not cease routing such traffic upon ten (10) days' written notice from the receiving Party, then the receiving Party may cease receiving or terminating such traffic immediately, without further notice or any liability whatsoever to the other Party.~~

**5.6.7** At such time as a receiving Party has the capability, on an automated basis, to use such CPN information to classify traffic delivered by the other Party, such receiving Party shall bill the originating Party the Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of Traffic for which CPN is passed, as provided in this Agreement (including Exhibit A and applicable Tariffs). If the receiving Party lacks the capability to use CPN

information to classify, on an automated basis, traffic delivered by the other Party, the originating Party will supply an auditable Percent Local Use ("PLU") and Percent Interstate Use ("PIU") factors, (i.e. Traffic Factor 1 and Traffic Factor 2) on a quarterly basis, based on the previous three months' traffic, and applicable to the following three months. The Traffic Factor 1 and Traffic Factor 2 PIU and PLU factors applicable upon the Effective Date are specified in Schedule 5.6.7. Such factors may be updated by the originating Party quarterly by written notification. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation network seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

**5.6.8** Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 8YY) calls shall be in accordance with applicable tariffs.

## **5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5) -- And Inter-carrier Compensation Arrangements**

**5.7.1** ~~Intentionally omitted. Reciprocal Compensation arrangements address the transport and termination of Local Traffic over the terminating carrier's switch in accordance with Section 251 (b)(5) of the Act. Verizon's delivery of Local Traffic to Cavalier that originates with a third party carrier is addressed in Section 7.2. Compensation for the transport and termination of traffic not specifically addressed in this Section 5.7 shall be as provided elsewhere in this Agreement, or, if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic.~~

**5.7.2** ~~Intentionally omitted. Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.~~

**5.7.3** The Parties shall exchange and compensate each other for the transport and termination of Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical

rates stated in Exhibit A hereto; it being understood and agreed that Verizon shall charge (and Cavalier shall pay Verizon) the End Office Reciprocal Compensation rate set forth in Exhibit A for Reciprocal Compensation Traffic Cavalier physically delivers to the Verizon Wire Center in which the terminating Verizon End Office is located, and otherwise that Verizon shall charge (and Cavalier shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in Exhibit A for Reciprocal Compensation Traffic Cavalier delivers to Verizon; it also being understood and agreed that Cavalier shall charge (and Verizon shall pay Cavalier) the End Office Reciprocal Compensation rate set forth in Exhibit A for Reciprocal Compensation Traffic Verizon delivers to Cavalier, unless Verizon is required under Applicable Law to pay the Tandem Reciprocal Compensation rate set forth in Exhibit A. These rates are to be applied at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by Cavalier, or delivered by Cavalier for termination by Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, Cavalier shall also pay Verizon, at the rates set forth in Exhibit A, for any Collocation related Services that Cavalier obtains from Verizon. When such Reciprocal Compensation Traffic is delivered over the same Interconnection Trunks as Toll Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. To the extent that such Interconnection Trunks are carried over Cavalier's facilities set forth in Schedule 4.2.7, any port, transport or other applicable access charges related to the delivery of Toll Traffic shall be based on the Corresponding POI set forth in Schedule 4.2.7. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication, in an equal and symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and Section 20 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the AT&T POI for traffic delivered by Verizon, and at the Verizon POI for traffic delivered by AT&T. Except as expressly specified in this Agreement, no additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the Verizon POI or the AT&T POI by the other Party. When Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic shall be prorated to be applied only to the Toll Traffic.

**5.7.3.1** To the extent the Parties exchange Local Traffic via a Mid-Span Fiber Meet arrangement in accordance with the terms of this Agreement, the following terms and conditions shall apply for the application of Reciprocal Compensation charges. The Party originating Local Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Detailed Schedule of Itemized Charges (Exhibit A hereto); it being understood and

agreed that Verizon shall charge (and Cavalier shall pay Verizon) the End Office Reciprocal Compensation rate set forth in Exhibit A for Local Traffic Cavalier delivers via direct end office trunks to the Verizon Wire Center which (a) Cavalier requested to be the location of Verizon's fiber optic terminal equipment for the relevant Mid-Span Fiber Meet arrangement (notwithstanding that Verizon may, at its option, designate some other Verizon Wire Center to be the location of Verizon's fiber optic terminal equipment for the Mid-Span Fiber Meet arrangement in accordance with Section 4.4.2 of this Agreement), and (b) is also the terminating Verizon End Office, and otherwise that Verizon shall charge (and Cavalier shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in Exhibit A for Local Traffic Cavalier delivers to Verizon; it also being understood and agreed that Cavalier shall charge (and Verizon shall pay Cavalier) the End Office Reciprocal Compensation rate set forth in Exhibit A for Local Traffic Verizon delivers to Cavalier, unless Verizon is required under Applicable Law to pay the Tandem Reciprocal Compensation rate set forth in Exhibit A.

**5.7.4** Traffic Not Subject to Reciprocal Compensation. AT&T will pay Verizon the approved rate for termination of Local Traffic at the Tandem Office rate (including both transport and End Office termination) for Local Traffic AT&T delivers to Verizon via tandem trunks, and AT&T will pay Verizon the approved rate for End Office termination for Local Traffic AT&T delivers to Verizon via end office trunks. Verizon will pay AT&T the approved Tandem Office rate set forth in Exhibit A for Local Traffic Verizon delivers to AT&T. In addition to the foregoing, where either Party delivers traffic to the other Party at a POI location that is distant from the terminating switch, the Party delivering the traffic to that location will pay the other Party that Party's approved dedicated transport rate for the distance between the POI and terminating switch.

**5.7.4.1** Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.

**5.7.4.2** Reciprocal Compensation shall not apply to Internet Traffic.

**5.7.4.3** Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.

**5.7.4.4** Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.

**5.7.4.5** Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

**5.7.4.6** Reciprocal Compensation shall not apply to Tandem Transit Traffic.

**5.7.4.7** Reciprocal Compensation shall not apply to Voice Information

Service Traffic.

5.7.4.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

5.7.4.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a Cavalier either party's Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station. For the avoidance of any doubt, each party Cavalier shall pay the other party's Verizon's originating access charges for all V/FX Traffic originated by a that other party's Verizon Customer, and each party Cavalier shall pay the other party's Verizon's terminating access charges for all V/FX Traffic originated by a Cavalier the paying party's Customer.

5.7.5 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by Cavalier to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to Cavalier. This section is intended to implement the FCC Internet Order for any period in which the FCC Internet Order is effective during the Term of this Agreement.

5.7.5.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) The Parties' rights and obligations with respect agree to any intercarrier compensation that may be due each other for delivering ISP-bound traffic and section 251(b)(5) traffic in connection accordance with their exchange terms and conditions of this Section and Section 5.7. For purposes of this section, ISP-bound Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier section 251(b)(5) Local compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under it be identified in accordance with the FCC Internet Order and other provisions applicable FCC orders Subsection 5.7.5.2 below and FCC Regulations.

5.7.5.2 Intentionally omitted Compensation for ISP-bound Traffic.

5.7.5.2.1 Applicable traffic that is terminated by one Party for the other Party pursuant to this Agreement within any calendar quarter in excess of an amount (measured by total minutes of use) that is three times the amount of such traffic that is terminated by the other Party pursuant to this Agreement shall be presumed, subject to rebuttal, to be ISP-bound Traffic. All other such traffic carried over Traffic Exchange Trunks that is exchanged between the Parties shall be presumed, subject to rebuttal, to be Local Traffic.

5.7.5.2.2 All Local Traffic and all ISP-bound Traffic



that is exchanged pursuant to this Agreement shall be compensated as follows:

**5.7.5.2.2.1** — All Local Traffic that is exchanged pursuant to this Agreement shall be compensated pursuant to Exhibit A.

**5.7.5.2.2.2** — All ISP-bound Traffic that is exchanged pursuant to this Agreement shall be compensated as follows:

- (a) — Commencing on the effective date of this Agreement and continuing until December 13, 2001, \$.0015 per minute of use.
- (b) — Commencing on December 14, 2001 and continuing until June 13, 2003, \$.0010 per minute of use.
- (c) — Commencing on June 14, 2003, \$.0007 per minute of use. To the extent that the FCC has not taken further action with respect to inter-carrier compensation for ISP-bound Traffic by June 14, 2004 and this Agreement remains in effect after June 14, 2004, the Parties agree that the rate of \$.0007 per minute of use for ISP-bound Traffic shall remain applicable for such period.
- (d) No charges shall apply to the carriage (including transport and termination) of Local Traffic and ISP-bound Traffic by either Party for the other Party except as set forth above.

**5.7.5.2.3** — The ability of either Party to receive compensation for ISP-bound Traffic shall be limited as follows based on "growth caps" on compensation for ISP-bound Traffic consistent with the FCC Internet Order. The Parties shall first determine the total number of minutes of use of ISP-bound Traffic, for which they were entitled to compensation, terminated by one Party for the other Party for the three-month period commencing January 1, 2001 and ending March 31, 2001. The Parties shall then multiply this number of minutes by 4.4, and the resulting product shall be the terminating Party's "2001 ISP-bound Annualized Traffic Cap." The total number of minutes of use of ISP-bound Traffic for which one Party may receive compensation from the other Party during the period July 1, 2001 through December 31, 2001 shall equal 50% of that Party's 2001 ISP-bound Annualized Traffic Cap. The total number of minutes of use of ISP-bound Traffic for which one Party may receive compensation from the other Party during the period January 1, 2002 through December 31, 2002 or for any calendar year thereafter shall equal 1.1 times that Party's 2001 ISP-bound Annualized Traffic Cap. Neither Party may refuse to pay compensation for ISP-bound Traffic to the other Party based on the application of the foregoing "growth caps" until the aggregate amount of ISP-bound Traffic billed by the other Party for a specific calendar year

exceeds the applicable maximum number of minutes of use of ISP-bound Traffic that may be compensated pursuant to this Subsection 5.7.5.2.3 for the entire year (beginning in calendar year 2002) or applicable portion thereof (for calendar year 2001).

**5.7.5.2.4** The Parties shall bill each other for Local

Traffic and ISP-bound Traffic each month on the following basis:

**5.7.5.2.4.1** For the period commencing on the

effective date of this Agreement and continuing through September 30, 2001, each Party shall bill the other Party for Local Traffic and ISP-bound Traffic based on the relative percentage of minutes of use of Local Traffic and ISP-bound Traffic during the two-month period ending on May 31, 2001. For example, if Verizon terminated 100 minutes for Cavalier during the two-month period ending on May 31 and Cavalier terminated 500 minutes for Verizon during that period, the proportion of traffic terminated by Cavalier would be 60% Local Traffic  $[(3 \times 100) / 500]$  and 40% ISP-bound Traffic  $[(500 - (3 \times 100)) / 500]$ , and for the period through September 30, 2001, Cavalier would bill 60% of its total minutes of use billed for each month (or portion thereof) at the rate applicable to Local Traffic and 40% of its total minutes of use at the rate applicable to ISP-bound Traffic.

**5.7.5.2.4.2** For each calendar quarter

commencing with the fourth quarter of 2001, each Party shall bill the other Party for Local Traffic and ISP-bound Traffic based on the relative percentage of minutes of use of total combined Local Traffic and ISP-bound Traffic represented by each type of traffic during the first two months of the immediately preceding calendar quarter. For example, if Verizon terminated 100 minutes for Cavalier during the period July 1, 2001 through August 31, 2001, and Cavalier terminated 500 minutes for Verizon during that period, the proportion of traffic terminated by Cavalier would be 60% Local Traffic  $[(3 \times 100) / 500]$  and 40% ISP-bound Traffic  $[(500 - (3 \times 100)) / 500]$ , and for the period October 1, 2001 through December 31, 2001, Cavalier would bill 60% of its total minutes of use billed for each month (or portion thereof) at the rate applicable to Local Traffic and 40% of its total minutes of use at the rate applicable to ISP-bound Traffic.

**5.7.5.2.4.3** Cavalier will calculate the factors to

be used for the relative percentage of minutes of use of total combined Local Traffic and ISP-bound Traffic represented by each type of traffic during periods referred to in Subsection 5.7.5.2.4.2 above, and Cavalier will notify Verizon of such factors in writing by no later than the first day of the period during which such factors will be used. Such factors will govern all billing during the applicable period, and, on a quarterly basis, the Parties will true up any billing for prior periods based on actual balance of traffic during such period.

**5.7.6** Intentionally omitted. Transport and termination of the following

types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section 5.7, but instead shall be treated as described or referenced below:

~~5.7.6.1—No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.~~

~~5.7.6.2—IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Virginia) shall be treated in accordance with an arrangement mutually agreed to by the Parties.~~

~~5.7.6.3—Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 6.3.~~

~~5.7.6.3.1—At such time that the Parties reach agreement upon a mutually acceptable settlement process, the originating Party will receive a credit for reciprocal compensation in those instances:~~

- ~~(i)—where IntraLATA 8YY Toll Traffic calls are translated by the originating Party prior to delivery by that Party of such traffic to the terminating Party, and~~
- ~~(ii)—where the terminating Party bills the originating Party Reciprocal Compensation in error for such IntraLATA 8YY Toll Traffic; and~~
- ~~(iii)—where the originating Party provides appropriate records to the terminating Party to substantiate each request for credit.~~

~~Subsequent to the Effective Date of this Agreement, the Parties shall negotiate a mutually acceptable settlement process for reciprocal compensation credits in accordance with this Section 5.7.6.3.1.~~

~~5.7.6.4—Reciprocal Compensation shall not apply to Tandem Transit Traffic.~~

~~5.7.8.7~~ Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that proper rates are being applied appropriately, provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner. Except as otherwise provided herein, audits shall be conducted pursuant to Section 28.10.

## **5.7 Other Types of Traffic**

5.8.1 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating

the traffic.

**5.8.2** The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Order.

## **5.98 Call Detail**

**5.98.1** Verizon will provide Call Detail Information originating from Cavalier customers using certain Verizon Network Elements or Verizon Telecommunications Services with no rounding of billable time on unrated usage to full minutes. Call Detail Information generally includes, but is not limited to, the following categories of information where Verizon currently records such data in the ordinary course of its business: (i) completed calls, including 8YY calls and alternately billed calls; (ii) calls to directory assistance; and (iii) calls to and completed by Operator Services where Verizon provides such service to an Cavalier Customer.

**5.98.2** These records shall be transmitted to the other Party daily, Monday through Friday, except holidays observed by either Party's data centers. These records shall be transmitted in EMI format via Connect:Direct, provided however that if Cavalier and Verizon do not have Connect:Direct capabilities, such records shall be transmitted as the Parties agree. Verizon and Cavalier agree that they will retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.

**5.98.3** Each Party will provide the other Party with EMI records formatted in accordance with EMI industry standard guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

## **6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(C)(2)**

### **6.1 Scope of Traffic**

Section 6 prescribes parameters for certain trunks to be established over the interconnections specified in Section 4 ~~or Schedule 4~~ for the transmission and routing of traffic between Cavalier Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Cavalier elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (10XXX and 101XXXX) traffic.

### **6.2 Trunk Group Architecture and Traffic Routing**

**6.2.1** Cavalier shall establish Access Toll Connecting Trunks pursuant to applicable access tariffs by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Cavalier's Customers. Pursuant to Section 6.3.5 of this Agreement, Neither Party will charge the other Party for the access facilities, services, or other such access arrangements that the Parties provide to Interexchange Carriers including multiplexing and cross-connects.

**6.2.2** Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Cavalier's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.

**6.2.3** Except as provided in Section 6.2.5, the Access Toll Connecting Trunks shall be two-way trunks connecting an Cavalier switch which provides Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to a Tandem Verizon utilizes to provide Exchange Access in such LATA.

**6.2.4** Cavalier's switch shall subtend the Verizon Tandem that would have served the same rate center on Verizon's network as identified in the LERG. Alternative configurations will be discussed and negotiated in good faith as part of the Joint Implementation and Grooming Process.

**6.2.5** At Cavalier's request the Untranslated 8YY Access Toll Connecting Trunks will be established by Cavalier as one-way trunks to enable Cavalier to deliver untranslated 8YY traffic to a Verizon access Tandem in the LATA that is capable of querying the industry toll free database and upon which the Parties agree. All originating toll free service calls for which Cavalier requests that Verizon perform the SSP function (e.g., perform the database query) shall be delivered to Verizon using GR-394-CORE signaling format with Carrier Code "0110" or such other signaling format as may be agreed between the Parties.

### **6.3 Meet Point Billing Arrangements**

**6.3.1** Cavalier and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Exchange Access Services Customers via a Verizon access Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and each Party's applicable Switched Exchange Access Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by Verizon.

**6.3.2** In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/Verizon serving Wire Center combinations.

**6.3.3** Interconnection for the MPB arrangement shall occur at the Verizon access tandems in the LATA, unless otherwise agreed to by the Parties or otherwise required by Applicable Law.

**6.3.4** Cavalier and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

**6.3.5** In general, there are four alternative Meet-Point Billing arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines. Each Party shall implement the Multiple Bill/Single Tariff or Multiple Bill/Multiple Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party.

**6.3.6** The rate elements to be billed by each Party shall be as set forth in that Party's applicable Tariffs. The actual rate values for each Party's affected Switched Exchange Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Routing Point/Verizon serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 6.3.15.

**6.3.7** Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to. If either Party does not initially record sufficient bill detail for any IXC traffic that will utilize a portion of its network in an Cavalier/Verizon MPB arrangement, and for whom either Party must supply to the other MPB billing information, each Party agrees that it will assist the other Party in resolving these billing matters to allow that Party to obtain reimbursement from the IXC by providing as much billing detail as is available to the other Party, and by participating in any studies or discussions required to obtain supporting detail.

**6.3.8** Verizon shall provide Cavalier with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records), recorded at the Verizon tandem, on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

**6.3.9** Cavalier shall provide Verizon via SS7 signaling adequate information to allow Verizon to generate billable call records from its own switch(es) ~~with the Originating Switched Access Detail Usage Data (EMI category 1101XX records), recorded at the Cavalier end office switch, on magnetic tape or via such other media as the Parties may agree,~~ no later than ten (10) business days after the date the usage occurred.

**6.3.10** All usage data to be provided pursuant to Subsections 6.3.8 and 6.3.9 above shall be sent to the following addresses:

To Cavalier:

Cavalier Telephone, L.L.C.  
2134 West Laburnum Avenue 300 North Point Parkway  
Richmond, Virginia 23227-4342 FLOC217MO+  
Alpharetta Georgia, 30005  
ATTN: Attn: VP Regulatory AC&R Access Bill

To Verizon:

New York Access Billing c/o ACM Inc.  
  
120 Erie Blvd.  
Schenectady, NY 12305  
ATTN: Mark Ferri  
Facsimile: (518) 374-7511

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 28.12.

**6.3.11** Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 6. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

**6.3.12** Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) business days of the notification. In the event the errors cannot be corrected within such ten (10) business day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data, and a payment based on such estimated amount shall be made.

**6.3.13** Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party.

Such review or audit shall be conducted subject to Section 28.10 of this Agreement and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

**6.3.14** Except as may otherwise be set forth in Section 6.3.12 above, nothing contained in this Section 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff subject to the limitations on liability set forth in this Agreement).

**6.3.15** MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g., 800/888/877) ("8YY") (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future. In the event Cavalier determines to offer Telephone Exchange Services in another LATA in Virginia in which Verizon operates an access Tandem Switch, Verizon shall permit and enable Cavalier to subtenant the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the Cavalier Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula:

$$\begin{aligned} a / (a + b) &= \text{Cavalier Billing Percentage} \\ \text{and} \\ b / (a + b) &= \text{Verizon Billing Percentage} \end{aligned}$$

where:

a = the airline mileage between the Cavalier Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.

**6.3.16** Cavalier shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of Cavalier's delivery of notice to Verizon, Verizon and Cavalier shall confirm the Routing Point/Verizon serving Wire Center combination and billing percentages.

#### **6.4 Toll Free Service Access Code Traffic**

The following terms shall apply when either Party delivers 8YY calls to the other Party for completion. For the purposes of this Section 6, the terms "translated" and "untranslated" refer to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database.

**6.4.1** When Cavalier delivers translated 8YY calls to Verizon for completion



- (a) to an IXC, Cavalier shall:
  - (i) provide an appropriate MPB record in EMI format to Verizon for processing and Meet Point Billing in accordance with Section 6.3 above; and
  - (ii) bill the IXC the appropriate Cavalier query charge associated with the call.
- (b) as an IntraLATA call to Verizon or another LEC that is a toll free service access code service provider in the LATA:
  - (i) Cavalier shall provide an appropriate copy record in EMI format to the toll free service access code service provider; and
  - (ii) Cavalier shall assess to the toll free service access code service provider Cavalier's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation charges, in accordance with Applicable Law, and the Cavalier query charge; and
  - (iii) In the case of such call to another LEC, Verizon shall assess applicable Tandem Transit Service charges and associated passthrough charges to Cavalier in accordance with Section 7.2.

**6.4.2** When Verizon delivers translated 8YY calls originated by Verizon's or another LEC's Customers to Cavalier for completion and when Verizon performs the query and where the queried call is an IntraLATA call handed off to Cavalier in its capacity as a toll free service access code service provider,

- (i) Verizon shall bill Cavalier the Verizon query charge associated with the call as specified in Exhibit A; and
- (ii) Verizon shall provide an appropriate EMI record to Cavalier; and
- (iii) Verizon shall bill Cavalier Verizon's Intrastate Tariffed FGD Switched Exchange Access charges or Reciprocal Compensation charges, in accordance with Applicable Law.

**6.4.3** When Cavalier delivers untranslated 8YY calls originated by Cavalier's Customers to Verizon for completion to an IXC,:

- (i) Verizon shall query the call and route the call to the appropriate IXC; and

- (ii) Verizon shall provide an appropriate EMI record to Cavalier to facilitate billing to the IXC; and
- (iii) Verizon shall bill the IXC the Verizon query charge associated with the call and any other applicable charges.

**6.4.4** When the untranslated 8YY call is an IntraLATA call routed to Verizon or another LEC that is a toll free service access code service provider in the LATA:

- (i) Verizon shall query the call and route the call to the appropriate LEC toll free service access code service provider; and
- (ii) Verizon shall provide an appropriate EMI record to Cavalier to facilitate billing to the LEC toll free service access code service provider; and
- (iii) Verizon shall bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.

**6.4.5** Verizon will query untranslated toll free service access code calls before routing resulting translated calls to Cavalier.

## **7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

### **7.1 Information Services Traffic**

For purposes of this Agreement, information services and Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Information Services Traffic does not include Internet Traffic. Information Services Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.

At the present time, neither Party offers information services on its network platform. The Parties agree to negotiate additional terms and rates and conditions as necessary to permit mutual interconnection to Information Services offered on either Party's network platform in the event that such Information Services are made available. Such negotiations shall commence promptly upon request of either Party and, if the Parties are unable to reach agreement within thirty (30) days of such request, either Party may submit the matter to the expedited Dispute Resolution process set forth in Section 28.11.

### **7.2 Tandem Transit Traffic Service ("Transit Service")**

**7.2.1** Transit Service provides Cavalier with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of Verizon.

**7.2.2** Transit Traffic may be routed over the Interconnection Trunks described in Sections 4 and 5. ~~Cavalier~~ Each Party shall deliver each Transit Traffic call to ~~the other Party~~ Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by ~~the receiving Party~~ Verizon and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties. For such Transit Traffic, each Party shall also deliver other necessary information consistent with industry guidelines; such information shall be sufficient to allow proper billing of such Transit Traffic, including but not limited to CPN, CIC, LRN, OCN, and/or JIP information.

**7.2.3** Cavalier shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which Verizon terminates Telephone Exchange Service traffic (originated by Cavalier) that transits a Verizon Tandem Office. Such arrangements shall provide for direct interconnection by Cavalier with each such CLEC, ITC, CMRS carrier or other LEC, without the use of Verizon's Transit Service.

**7.2.4** Except as set forth in this Section 7.2.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic volumes that exceed the CCS busy hour equivalent of 200,000 combined minutes of use to a particular CLEC, ITC, CMRS carrier or other LEC for any consecutive three (3) months (the "Threshold Level"). At such time that Cavalier's Tandem Transit Traffic exceeds the Threshold Level, Verizon shall continue to provide Tandem Transit Service to Cavalier (for the carrier in respect of which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which Verizon provides written notice (in accordance with Section 28.12 of this Agreement) to Cavalier that the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period Cavalier shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with the subject carrier pursuant to Section 7.2.3 above. If, at the end of the Transition Period, Verizon believes Cavalier has not exercised good faith efforts to promptly obtain a reciprocal Telephone Exchange Service traffic arrangement with the subject carrier, Verizon may submit the matter to the Dispute Resolution process set forth in Section 28.11 of this Agreement. During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.2.6 hereof, Cavalier shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to Cavalier, Cavalier shall continue to pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto.

**7.2.5** Intentionally omitted.

**7.2.6** ~~Cavalier~~ Each party shall pay the other party Verizon for Transit Service that ~~Cavalier~~ the paying party originates, at the rate specified in Exhibit A, plus any additional charges or costs that the terminating CLEC, ITC, CMRS carrier, or other LEC, properly imposes or levies on Verizon ~~the compensated party~~ for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

**7.2.7** Cavalier may, in its sole discretion, offer Transit Traffic Services to Verizon or other third parties that originate or terminate Transit Traffic. Arrangements for such services shall be comparable to those applicable to Transit Traffic Services provided by Verizon.

**7.2.8** Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic. Each party shall provide affirmative but reasonably limited assistance to assist the other party in negotiating direct and reciprocal traffic exchange agreements with any carriers to which that party originates, or for whom that party terminates, traffic. Such affirmative but reasonably limited assistance shall consist of timely providing information, timely responding to inquiries, and (to the extent that other time and resource demands allow) participating in discussions and negotiations with third parties. Such affirmative but reasonably limited assistance shall also be limited to situations in which the party providing such assistance is materially involved in the exchange of traffic that is subject to the direct and reciprocal traffic exchange agreement that the other party is negotiating or seeking to negotiate. In no instance shall either party's assistance be required when it is manifestly and objectively clear that the other party is merely refused interconnection by a third party in a way that could be timely and effectively redressed by action of the Virginia State Corporation Commission or some other forum.

**7.2.9** For the avoidance of any doubt, the provisions of this Section 7.2 shall not restrict any right that Cavalier has under Applicable Law to access to unbundled Network Elements to exchange traffic with third-party carriers.

**7.3 911/E911 Arrangements**

**7.3.1** Cavalier may, at its option, interconnect to the Verizon 911/E911 selective router or 911 Tandem Offices, as appropriate, that serve the areas in which Cavalier provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide Cavalier with the appropriate CLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, Cavalier and Verizon will negotiate arrangements to connect Cavalier to the 911 service in accordance with applicable state law.

**7.3.2** Path and route diverse Interconnections for 911/E911 shall be made at the applicable POI(s) or other points as necessary and mutually agreed and as required by law or regulation.

**7.3.3** Within thirty (30) days of its receipt of a request from Cavalier and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Cavalier with the following at no charge:

(a) a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where Cavalier is providing, or represents to Verizon that it intends to provide within sixty (60) days of Cavalier's request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;

(b) a list of the address and CLLI code of each 911/E911 selective router or 911 Tandem office(s) in the area in which Cavalier plans to offer Telephone Exchange Service;

(c) a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.

(d) a list of Verizon personnel who currently have responsibility for 911/E911 requirements, including a list of escalation contacts should the primary contacts be unavailable.

(e) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office;

(f) prompt return of any Cavalier 911/E911 data entry files containing errors, so that Cavalier may ensure the accuracy of the Customer records.

**7.3.4** Cavalier shall use, where available, the Private Switch/Automatic Location Identification ("PS/ALI") electronic interface through which Cavalier shall input and provide a daily update of 911/E911 database information related to appropriate Cavalier Customers. In those areas where the PS/ALI electronic interface is not available, Cavalier shall provide Verizon with all appropriate 911/E911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E911 database system. Any 911/E911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E911-related data exchanged electronically shall conform to the National Emergency Number Association standards. Cavalier may also use the PS/ALI electronic interface, where available, to query the 911/E911 database to verify the accuracy of Cavalier Customer information.

**7.3.5** Verizon and Cavalier will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of Cavalier systems to the 911/E911 platforms.

**7.3.6** Cavalier shall be responsible for providing facilities from the Cavalier End Office to the 911 Tandem or selective router. Cavalier shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

**7.3.7** The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by Cavalier. Therefore, for those ported telephone numbers using INP, Cavalier will provide the 911/E911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E911 database system. Further, Cavalier will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. Cavalier will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

**7.3.8** Cavalier is required to enter data into the 911/E911 database under the NENA Standards for LNP. This includes, but is not limited to, using Cavalier's NENA COID to lock and unlock records and the posting of Cavalier's NENA COID to the ALI record where such locking and migrating feature for 911/E911 records is available or as defined by local standards.

**7.3.9** Verizon and Cavalier will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements. Further, within sixty (60) days from the effective date of this agreement, Verizon and Cavalier shall send a joint letter to the PSAP's, county or municipal coordinators explaining technical, operational, and compensation procedures applicable to each party regarding the 911/E911 arrangements.

**7.3.10** Cavalier will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A. However, Verizon shall not charge the PSAPs or any county or municipal coordinators for any 911/E911 functions that Cavalier performs. Until Verizon Tariff No. 211, Section 14. C. is updated to provide for adjusted charges that properly account for Cavalier's performance of any 911/E911 functions, Verizon shall reduce its charges to PSAPs or county or municipal coordinators to reflect the applicable Cavalier charges for 911/E911 functions performed by Cavalier, or Verizon shall enter into some other arrangement agreed to by Cavalier and the PSAPs or county or municipal coordinators to the same effect.

**7.3.11** Cavalier and Verizon will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services in Virginia.

## **8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS**

**8.1** Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, and any relevant FCC or Commission orders as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

**8.2** It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement. The Parties will work cooperatively to implement NXX code activation in a manner consistent with industry standards as part of the Joint Grooming Plan process as set forth in Section 10 of this Agreement.

**8.3** Upon discovering that either Party's network does not properly recognize an NXX code assigned to the other Party, the discovering Party shall notify the other Party. The Party whose network is malfunctioning will promptly initiate appropriate procedures to locate the source of, and resolve, the problem. The Parties shall work cooperatively to promptly correct all causes of the problem so identified.

**8.4** Unless mandated otherwise by a Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Cavalier shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for Verizon, in all areas where Verizon and Cavalier service areas overlap, and Cavalier shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

**8.5** Cavalier will also designate a Routing Point for each assigned NXX code. Cavalier shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

**8.6** Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain Cavalier's choices regarding the size of the local calling area(s) that Cavalier may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, Verizon's local calling areas.

## **9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES**

### **9.1 Cooperation**

The Parties will work cooperatively to install and maintain a reliable and secure network. Cavalier and Verizon will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve and maintain this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud and security associated with third number billed calls, calling card calls, and any other services related to this Agreement.

### **9.2 Responsibility for Following Standards**

Each Party recognizes a responsibility to follow the standards (including any standards set forth in this Agreement) agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other Party.

### **9.3 Interference or Impairment**

If Party A reasonably determines that the characteristics, facility, service or methods of operation used by Party B will or are likely to materially interfere with or impair Party A's provision of services to any individual Customer or carrier, Party A may, to the limited extent required to address the particular condition, interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to such interference or impairment subject to the following:

**9.3.1** Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the material interference or impairment or potential material interference or impairment and the need to correct the condition within said time period;

**9.3.2** If Party B corrects the condition in the ten (10)-day time period, Party A shall not interrupt or temporarily suspend the affected services or facilities provided by Party A to Party B; and

**9.3.3** Upon correction of the interference or impairment that caused Party A to interrupt or temporarily suspend the service or facility, Party A will promptly restore the interrupted or temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.



#### **9.4 Outage Repair Standard**

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less rigorous than Verizon's standard procedures. Cavalier and Verizon may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

#### **9.5 Notice of Changes -- Section 251(c)(5)**

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes may materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish notice at least ninety (90) days in advance of such change, and shall use all reasonable efforts to publish at least one hundred eighty (180) days in advance where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

#### **9.6 Network Rearrangements**

If either Party rearranges its network in a manner which makes it necessary for the other Party to move existing facilities or establish new facilities in order to maintain the same level of service and interconnection as existed before the rearrangement, then the Party making the rearrangement shall compensate the other Party for the reasonable costs that the other Party incurs in accommodating the rearrangement, unless both Parties reach agreement in writing as to a different allocation of such costs.

### **10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS**

#### **10.1 Joint Network Implementation And Grooming Process: Installation, Maintenance, Testing and Repair**

**10.1.1** Upon request of either Party, Cavalier and Verizon shall jointly develop an implementation and grooming process (the "Joint Grooming Process"), which may define in detail, among other things, the following:

**10.1.1.1** The physical architecture consistent with Section 4.0;

**10.1.1.2** A blocking standard of one half of one percent (B.005) shall be maintained during the average Time Consistent Busy Hour for final Access Toll Connecting Trunk groups carrying traffic between a Cavalier end office and a Verizon access tandem. All final Interconnection Trunk groups are to be engineered with an average Time Consistent Busy Hour blocking standard of one percent (B.01);

**10.1.1.3** The exchange of trunk data to ensure that blocking standards are being met. Specifically, each Party may request from the other Party, subject to availability, the following information:

(i) traffic usage data (including, but not limited to, usage, peg and overflow counts) for final One-Way and Two-Way Interconnection Trunks. In addition, if so requested, the NXX codes carried for each final One-Way and Two-Way originating Interconnection Trunk Group will be provided.

**10.1.1.4** The respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

**10.1.1.5** Disaster recovery provision escalations;

**10.1.1.6** A procedure for escalating any emergency or urgent matters and personnel that can be reached on a 7 x 24 basis;

**10.1.1.7** Such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate and reasonable diversity among trunk groups between each Party's switches within each LATA.

**10.1.2** Intentionally omitted.

## **10.2 Installation, Maintenance, Testing and Repair**

Unless otherwise agreed to by the Parties, interconnection shall be equal in quality to that provided by each of the Parties to itself, any subsidiary, aAffiliate, or third party, to the extent required by Applicable Law. Without affecting any liability it may otherwise have to the other Party hereunder, if either Party is unable to fulfill its obligations under this subsection 10.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by each Party with respect to itself, any subsidiary, aAffiliate or third party, to the extent required by Applicable Law.

### **10.2.1 Trunk Provisioning**

**10.2.1.1** Notwithstanding any other provision of this Agreement, each Party shall control the timing and sizing of one-way originating Interconnection Trunks it provisions to the other Party. Both Parties will manage the capacity of their interconnection trunk groups. Each Party's trunking requirements for a direct end office or tandem trunk group should be based on reasonable engineering principles and be kept to a minimum quantity of trunks, based on blocking standards identified in Section 10.1.1.2. Either Party may place an order to add or disconnect trunks in a trunk group that are under its control as long as engineering parameters, e.g.,

design blocking objective, ECCS, utilization, are reasonably met. The terminating Party may send the originating Party a Trunk Group Service Request ("TGSR") to (1) groom out trunks to one or more alternative switches or (2) augment or diminish certain trunk groups. Upon receipt of a TGSR, the originating Party agrees to promptly evaluate the request and reply whether it agrees to implement or not the TGSR action.

**10.2.1.2** Intentionally omitted

**10.2.1.3** Unless the Parties agree otherwise, the Parties will adhere to the ordering and provisioning guidelines of the OBF for trunk ordering and servicing as implemented by Verizon in accordance with the Change Management Process, as amended, modified, clarified, or supplemented from time to time. For the avoidance of any doubt, Verizon shall not disconnect trunks and/or trunk groups until it receives a Firm Order Confirmation (FOC) from Cavalier, which Cavalier shall provide within ten (10) calendar days of receipt of Verizon's ASR. If the Parties are unable to agree on whether certain trunks or trunk groups should be disconnected, then either Party may submit the issue to the Dispute Resolution process in accordance with Section 28.11 of this Agreement.

**10.2.1.4** At either Party's request, the Parties shall work cooperatively to coordinate major large network interconnection projects that require related work activities between and among Verizon and Cavalier work groups.

**10.2.1.5** To the extent that the Parties deploy originating one-way Interconnection Trunks using uni-directional two-way trunks (trunks with traffic going in one direction), either Party may perform, independent of the other Party, its own form of two-way transmission testing. Either Party may obtain trunk testing services from the other Party pursuant to the rates, terms and conditions as set forth in the other Party's applicable Tariffs.

## **10.2.2 Network Management**

**10.2.2.1** Protective Protocols -- Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. Each Party will provide appropriate industry standard notification to the other Party of any such protective control action which has been executed by that Party. To the extent that prior notification is commercially reasonable and consistent with industry practice, each Party will provide prompt notification to the other Party of any such protective control action which will be executed by the Party.

**10.2.2.2** Expansive Protocols -- Originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns.

**10.2.2.3** Mass Calling -- Cavalier and Verizon shall cooperate regarding cross-network call-ins expected to generate large or focused

temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

### **10.3 Forecasting Requirements for Trunk Provisioning**

**10.3.1** Cavalier shall provide Verizon a two (2) year traffic forecast of outbound trunks. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Toll Traffic, Operator Services, 911, etc.), 2/6 code (identifies trunk group), A location/Z location interface type (e.g., DS1), and trunks in service (cumulative).

#### **10.3.2 Initial Forecasts/Trunking Requirements**

**10.3.2.1** For those LATAs where the Parties have not provisioned trunks for the exchange of Reciprocal Compensation Traffic and unless Cavalier expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the same number of trunks to terminate Reciprocal Compensation Traffic to Cavalier as Cavalier provides to terminate Reciprocal Compensation Traffic to Verizon, provided that Cavalier's forecast is based on reasonable engineering criteria.

**10.3.2.2** Intentionally omitted.

#### **10.3.3 Monitoring and Adjusting Forecasts**

**10.3.3.1** As soon as Cavalier ~~either party~~ reasonably expects the volume of Reciprocal Compensation Traffic and intraLATA Toll Traffic exchanged between the Parties to become out of balance (which, for the purposes of this Subsection 10.3.3 shall be defined as the volume of such traffic originating on one party's Verizon's network being greater than three times the volume of such traffic originated on the other party's Cavalier's network), then that party Cavalier shall, as the Party originating the lesser volume of Reciprocal Compensation Traffic and intraLATA Toll Traffic, provide to ~~Verizon the other party~~ a trunk forecast in accordance with this Section 10.3 for Reciprocal Compensation Traffic and intraLATA Toll Traffic in both directions (i.e., ingress and egress). ~~For the avoidance of any doubt, the preceding obligation to provide forecasts of another carrier's outbound traffic is imposed only on Cavalier and not Verizon.~~ If the volume of Reciprocal Compensation Traffic and intraLATA Toll Traffic exchanged between the Parties is in balance (i.e., the volume of such traffic originating on one Party's network is no greater than three times the volume of such traffic originated on the other Party's network), then each Party shall provide the other Party a trunk forecast in accordance with this Section 10.3 for Reciprocal Compensation Traffic and intraLATA Toll Traffic originating on its network (i.e., egress only).

### **10.4 Demand Management Forecasts**

In addition to any other forecasts required by this Agreement, upon reasonable request by Verizon, Cavalier shall provide to Verizon non-binding good faith demand management forecasts regarding the Resold Services and unbundled Network Elements ("Forecasted Services") that Cavalier expects to purchase from Verizon, including forecasts regarding the types and volumes of Forecasted Services that Cavalier expects to purchase and the locations where such Forecasted Services will be purchased. Such forecasts shall be requested by Verizon no more frequently than semi-annually and shall be subject to the confidentiality provisions set forth in Section 28.5.2 of this Agreement and the information contained in such forecasts will only be used for planning purposes to assist Verizon in providing such Forecasted Services pursuant to this Agreement. Such forecasts shall not be a commitment by Cavalier to order any specified amount of Forecasted Services. Nor do such forecasts expand or otherwise increase (i) Verizon's obligations to provide Forecasted Services pursuant to this Agreement or (ii) any performance standards, measurements, or remedies, if any, that may apply pursuant to Section 26 of this Agreement.

## **11.0 UNBUNDLED ACCESS**

Subject to the conditions set forth in Section 11.7 and Section 11.12 below, Verizon shall offer to Cavalier nondiscriminatory access to Network Elements and Combinations as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of this Agreement and Applicable Law (including, without limitation, as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, released November 5, 1999, and in FCC Rule 51.315(b), as each may be in effect from time to time); but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements and Combinations on an unbundled basis is required by Applicable Law. Such access to Network Elements and Combinations shall include all of the Network Element's features, functions and capabilities in a manner that allows Cavalier to provide any Telecommunications Service that can be offered by means of the Network Element consistent with Applicable Law.

### **11.1 Verizon's Provision of Network Elements**

Subject to the conditions set forth in Section 11.7, Verizon shall provide Cavalier access to the following:

**11.1.1** Loops and House and Riser, as set forth in Section 11.2;

**11.1.2** The Network Interface Device, as set forth in Section 11.3;

~~**11.1.3** Switching Capability, as set forth in Section 11.4;~~

**11.1.4** Interoffice Transmission Facilities, as set forth in Section 11.5;

**11.1.5** Signaling Links and Call-Related Databases, as set forth in Section 11.5A and Section 17;